#### **SAP Sales and Service Core**

SAP Sales and Service Core, intelligent sales add-on SAP Sales and Service Core, dynamic visit planning add-on SAP Sales and Service Core, service agent console SAP Sales and Service Core, limited access edition Supplemental Terms and Conditions

This Supplement is part of an agreement for SAP Cloud Services between SAP and Customer and applies only to SAP Sales and Service Core, SAP Sales and Service Core, intelligent sales add-on, SAP Sales and Service Core, dynamic visit planning add-on, SAP Sales and Service Core, service agent console, and SAP Sales and Service Core, limited access edition product(s) for which Customer is subscribed (each the "Cloud Service"). Any documents referenced in this Supplement are available upon request.

#### 1. CLOUD SERVICE

- 1.1. The Cloud Service is available as a core product, plus additional add-on services. The Cloud Service functionality delivered is specified in the SAP Sales and Service Core Feature Specification document located at: http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-specifications.html.
- 1.2. Use of SAP Cloud Applications Studio is subject to the terms set forth in **Attachment 1** to this Supplement.
- 1.3. Customer may subscribe to test tenants that are described in the Documentation (each a "**Test Tenant**") for non-productive purposes only. No more than fifty Users may access each Test Tenant.
- 1.4. SAP will provide storage for the Cloud Service up to ten gigabytes of disk storage space per User, not to exceed (a) 10 TB total storage for all Users, or (b) 250 million data records for all Users, whichever occurs first. Customer will reasonably cooperate with SAP to optimize Customer's use of the Cloud Service, including the storage of Customer Data in the Cloud Service.
- 1.5. SAP Sales and Service Core, private edition, includes a single production tenant within a dedicated multitenant system for single customer usage and customized maintenance windows.
- 1.6. If Customer integrates the Cloud Service with licensed SAP on-premise software, Customer may access such licensed SAP on-premise software through the Cloud Service solely to perform functions in conjunction with its use of the Cloud Service without requiring additional SAP named user licenses for such SAP on-premise software.
- 1.7. SAP Sales and Service Core, limited access edition, includes the same functions as the SAP Sales and Service Core (excluded Server Side (Groupware) integration) but is limited to 400 dialogue steps per month. A dialog step is measured each time a User initiates data movement in the Cloud Service. Each movement of data in a multi-step process, even if initiated by a single User action, is counted as a separate dialog step. The usage of the dialogue steps is per User and is not aggregated if there are multiple Users.

## 2. USAGE METRICS

- 2.1. The Usage Metric for the Cloud Service is User. User is any individual authorized to access the Cloud Service.
- 2.2. SAP Sales and Service Core, intelligent sales add-on is an optional service that can be included in the subscription with the following Cloud Service versions for an additional fee: SAP Sales and Service Core, SAP Sales Cloud, enterprise edition, SAP Service Cloud, enterprise edition, and SAP Sales Cloud, professional edition. The Usage Metric for SAP Sales and Service Core, intelligent sales add-on is User. SAP Sales and Service Core, intelligent sales add-on is not available in all data centers in which SAP Sales and Service Core is hosted.
- 2.3. SAP Sales and Service Core, service agent console is an optional service that can be included in the subscription with the following Cloud Service versions for an additional fee: SAP Sales and Service Core, SAP Sales Cloud, enterprise edition, SAP Service Cloud, enterprise edition, and SAP Service Cloud, professional edition. The Usage Metric for SAP Sales and Service Core, service agent console is User. SAP Sales and

- Service Core, service agent console is not available in all data centers in which SAP Sales and Service Core is hosted.
- 2.4. SAP Sales and Service Core, Dynamic visit planning add-on is an optional service that can be included in the subscription with the following Cloud Service versions for an additional fee: SAP Sales and Service Core, SAP Sales Cloud, enterprise edition and SAP Sales Cloud, professional edition. The Usage Metric for SAP Sales and Service Core, Dynamic visit planning add-on is User. SAP Sales and Service Core, Dynamic visit planning add-on is not available in all data centers in which SAP Sales and Service Core is hosted. Geo-codes in Dynamic visit planning are not for external use and may not be extracted from the Cloud Service via APIs or any other means.

#### 3. ADDITIONAL TERMS.

- 3.1. **SAP Sales and Service Core.** The Cloud Service includes integration to social media services and web sites and other similar services operated by third parties ("**Social Media Services**"). Customer will not transmit any personally identifiable information to any Social Media Service via the Cloud Service. Customer will not sell user data obtained through a Social Media Service.
- 3.2. Server-side (Groupware) integration, is included with the Cloud Service. Server-side (Groupware) integration is not available in all data centers in which SAP Sales and Service Core is hosted.
- 3.3. Customer Insight, which is included in SAP Sales and Service Core, intelligent sales add-on, permits access to events received in the Cloud Service from an external system (each, a "Signal"). Customer Insight will permit a maximum of 1 million Signals. If the limit is exceeded, the oldest Signals will be automatically deleted to allow for new Signals, unless otherwise requested by Customer and agreed to by SAP.
- 3.4. **Integration Component.** If downloaded, the integration component made available by SAP with the Cloud Service may only be used with the Cloud Service. Customer is responsible for the security of the integration component and the System Availability SLA does not apply to it.
- 3.5. Google Maps Service ("GM Service"). If the Cloud Service accesses the GM Service through a Google Maps API, Customer's use of the GM Service is subject to Google's Terms of Service, which are set forth at <a href="http://www.google.com/intl/en/policies/terms/">http://www.google.com/intl/en/policies/terms/</a>. If Customer does not accept the Google Terms of Service, including, but not limited to, all limitations and restrictions therein, Customer may not use the GM Service in the Cloud Service. Use of the GM Service in or through the Cloud Service will constitute Customer's acceptance of Google's Terms of Service. Customer's usage of the GM Service in or through the Cloud Service can be terminated by SAP without reason at any time and SAP will not be required to provide an equivalent service via another provider.

### Attachment 1

to

# SAP Sales and Service Core Supplemental Terms and Conditions Terms for use of SAP Cloud Applications Studio

#### 1. USE RIGHTS

- 1.1. SAP grants to Customer a non-exclusive, limited license for Authorized Users to use the Cloud Applications Studio and its Documentation to develop and test the Customer Solution. The SAP Cloud Service may only be enhanced to create the Customer Solution using the Cloud Application Studio. The Customer Solution will not be further distributed or licensed.
- 1.2. SAP and its Affiliates are permitted to independently develop and modify the Cloud Service in any way, and create new products and services, including those that are similar or comparable to the Customer Solution.

#### 2. SAP OBLIGATIONS.

- 2.1. SAP will allow Customer to incorporate the Customer Solution into Customer's Cloud Service environment.
- 2.2. Customer grants to SAP a non-exclusive license to operate and support the Customer Solution.
- 2.3. Except as expressly set forth in this Attachment 1, SAP is not responsible for the Customer Solution.

#### 3. CUSTOMER OBLIGATIONS

- 3.1. Customer will ensure that the Customer Solution remains compatible and interoperable with the Cloud Service.
- 3.2. Customer will defend SAP against claims brought against SAP, SAP SE, its Affiliates and subcontractors by any third party related to Customer Solution. Customer will indemnify SAP against all damages finally awarded against SAP, SAP SE, its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.
- 3.3. Customer is required to have at least one additional test tenant when using Cloud Applications Studio.

## 4. INTELLECTUAL PROPERTY RIGHTS

Customer owns the intellectual property rights to the portions of the Customer Solution that it develops, excluding the Cloud Service, Cloud Materials, and SAP pre-existing materials and any derivative works thereto.

#### 5. ADDITIONAL TERMS

The Customer Solution must not: (i) unreasonably impair, degrade or reduce the performance or security of the SAP Cloud Service or the Cloud Applications Studio; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to the SAP Cloud Service or the Cloud Applications Studio to which such users are not properly licensed; or (iii) render or provide, without written consent from SAP, any information concerning SAP products.

#### 6. **DEFINITIONS**

"APIs" means SAP's application programming interfaces, as well as other commands or instructions provided under this Agreement, that allow other software products to communicate with or call on the Cloud Service or the Cloud Applications Studio provided under this Agreement.

"Cloud Applications Studio" means the SAP development environment to which SAP grants Customer use rights for development of the Customer Solution.

"Customer Solution" means a solution developed or packaged by Customer using the Cloud Applications Studio that adds new and independent functionality beyond that provided by the SAP Cloud Solution or that connects via APIs.